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William C. Illingworth weillingworth@basinlawgroup.com

November 6, 2014

Mr. Jim AmRhein Division of Oil and Gas Department of Natural Resources 402 West Washington Street, Room W-293 Indianapolis, IN 46204

RE: STECKLER UNIT

PART S15-T1S-R12W, KNOX COUNTY INDIANA PART S22-T1S-R12W, KNOX COUNTY INDIANA

CAUSE NO .: DOG -6-2014

BASIN LAW GROUP CLIENT/MATTER NO.: 0014/10030

Dear Mr. AmRhein:

I have enclosed herewith the original and one copy of a First Amended Petition for Integration of Oil and Gas Interests for the Steckler Pooled Unit. Please use the exhibits from the prior petition with the enclosed amended petition. Once the document has been filed, please return a file-stamped copy to me in the enclosed self-addressed postage prepaid envelope.

Thank you. Should you have any questions, please do not hesitate to give me a call.

BASIN LAW GROUP LLP

By: William C. Mingworth,

Partner

WCI/wi Enclosures

MOV 1 0 2014

STATE OF INDIANA DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL AND GAS

IN RE:

STECKLER UNIT

PETITION OF TREY EXPLORATION, INC. FOR THE INTEGRATION OF INTERESTS IN SECTIONS 14, 15, 22 and 23, TOWNSHIP 1 SOUTH, RANGE 12 WEST IN KNOX COUNTY, INDIANA

FIRST AMENDED PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS FOR STECKLER POOLED UNIT

NOW COMES, Petitioner, Trey Exploration, Inc., an Indiana corporation, by William C. Illingworth, its attorney, and for its Petition for Integration of Oil and Gas Interests, pursuant to IC 14-37-9, *et seq.*, states as follows:

- 1. Petitioner, Trey Exploration, Inc., an Indiana corporation, with an address of P.O. Box 906, Newburgh, Indiana 47629, is the operator and a working interest owner of certain oil and gas leases covering property located in the Knox County, Indiana, described more particularly on Exhibit A, attached hereto. Said leases are hereinafter described collectively as the "Leases."
- 2. The Petitioner is currently operating on, and actually producing, oil and gas on the lands covered by the Leases.
 - 3. Tract 1 of the proposed unit is described as follows, to-wit:

The East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; and Lots 6 and 7 described as all that portion of the Northeast Quarter lying North of the Center of White River in Section 22, all in Township 1 South, Range 12 West, containing 200 acres, more or less, Knox County, Indiana.

- 4. The entire fee oil and gas interests in Tract 1 are controlled by an Oil and Gas Lease from Edward C. Steckler, *et al.*, to H.E. Ledbetter dated October 24, 1945, and recorded in the Office of the Recorder of Knox County, Indiana, in Miscellaneous Drawer 59, Page 594.
 - 5. Tract 2 of the proposed unit is described as follows, to-wit:

 The South Half of Section 14; also, all that part of Section 23 lying North of White River, Township 1 South, Range 12 West, Knox County, Indiana.
- 6. The entire fee oil and gas interests in Tract 2 is controlled by virtue of (i) an Oil and Gas Lease from Edward C. Steckler, *et al.*, to J. Roy Dee dated January 26, 1945, and recorded in the Office of the Recorder of Knox County, Indiana, in Miscellaneous Drawer 59, Page 36; and (ii) an Oil and Gas Lease from George A. Steckler, *et al.*, to Spartan Petroleum Company dated May 27, 1977, and recorded in the Office of the Recorder of Knox County, Indiana, in Miscellaneous Drawer 132, Page 952.
- 7. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioner desires to pool the Leases in so far as said Leases cover Tracts 1 and 2.
 - 8. Attached as Exhibit B is summary showing the owners of all interests in the Leases.
- 9. Petitioner has an agreement from all working interest owners and has attempted to secure an agreement from a majority of the royalty interest owners and overriding royalty owners of the oil and gas interests subject to the Leases. However, Petitioner has not been able to secure an agreement from one hundred percent (100%) of all parties. Attached hereto as Exhibit C is a sample of the proposed Unit Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests subject to the Leases. Petitioner has been unable to secure such an agreement from a minority of the overriding royalty owners and one of the royalty interest owners which is named as follows, due to said parties' failure to respond to numerous attempts to secure such an agreement:

Name

<u>Interest</u>

Miles Steckler Farms LLC 2157 S. Robinson Road Vincennes, IN 47591-8737 .0625 RI in Tract 1 .0625 RI in Tract 2

- 10. The attempts by Petitioner to secure an agreement from the royalty owner identified in paragraph 9, above, include the following actions:
 - a. On or about April 29, 2014, an agent for Petitioner, Ernie Harrelson, visited a member of the royalty owner identified above, David Butler, to discuss the proposed unitization.
 - b. On or about April 29, 2014, an agent for Petitioner, Ernie Harrelson, called a member of the royalty owner identified above, David Butler, to discuss the proposed unitization and mailed the pooling agreement to the same.
 - c. On or about May 14, 2014, an agent for Petitioner, Ernie Harrelson, attempted to visit the home of a member of the royalty owner identified above, David Butler, to discuss the proposed unitization.
 - d. On or about May 14, 2014, an agent for Petitioner, Ernie Harrelson, attempted to call the home of a member of the royalty owner identified above, David Butler, to discuss the proposed unitization.
 - e. On or about May 15, 2014, an agent for Petitioner, Ernie Harrelson, attempted to visit the home of a member of the royalty owner identified above, David Butler, to discuss the proposed unitization.
 - f. On or about May 15, 2014, an agent for Petitioner, Ernie Harrelson, attempted to call the home of a member of the royalty owner identified above, David Butler, to discuss the proposed unitization.

- g. On or about June 11, 2014, an agent for Petitioner, Ernie Harrelson, visited the home of a member of the royalty owner identified above, David Butler, to discuss the proposed unitization. At said time, said royalty indicated that it would execute the proposed unitization agreement.
- h. On or about June 13, 2014, the owner of Petitioner, Howard Nevins, spoke with an attorney for the royalty owner identified above, Herb Davis. During this conversation, Howard Nevins explained that the unitization would not change the income or amounts owned in that said royalty owner owned the same interest in both tracts of the proposed unit. At that time, Howard Nevins was advised that it was believed that said royalty owner would execute the proposed unitization agreement.
- i. On or about June 27, 2014, the attorney for the royalty owner identified above, Herb Davis, e-mailed Howard Nevins and indicated that said royalty owner did not wish to sign the proposed unitization agreement, but did not necessarily indicate said royalty owner was against the unitization.
- 11. Petitioner would note that the unsigned royalty owner has the same royalty interest in both tracts of the proposed unit and, accordingly, the unitization would have no net effect on said party's allocation. Said unitization would, however, benefit said owner due to the ability to operate the leases as a unit.
- 12. The proposed Unit Pooling Agreement would treat all royalty, working interest and overriding royalty interest owners fairly and equitably. Each such interest shall share in the total production from the pooled unit which their interest bears to the entirety of the unit. Proposed participation factors were based on existing production, remaining reserves, acreage, undeveloped acreage and net acreage as calculated in the tract participation below:

 Tract
 Tract Participation

 Factor Percent

 Tract 1
 31.55%

 Tract 2
 68.45%

TOTAL: 100%

- 13. Attached hereto as Exhibit D is a plat showing the lands of the proposed unit.
- 14. Petitioner believes it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to pool and combine the Leases as it will allow for economical and efficient development which reduces costs while also more effectively developing the oil and gas underlying those lands.
- 15. Petitioner is prepared to drill a well in the proposed pooled unit pending the granting of this petition and has prepared a detailed plan for the drilling and operation of said well.

WHEREFORE, Petitioner respectfully requests:

- A. An "Order for Integration of Interests" to integrate the separately owned interests in the oil and gas and associated hydrocarbons within the lands described on Exhibit A and shown on the Plat attached as Exhibit D with participation factors as set forth in Paragraph 11, above, for the proposed operations of Trey Exploration, Inc.
- B. Implement any further terms and provisions in accordance with the law of the State of Indiana as the Division may, in its discretion, deem desirable and proper.

Respectfully Submitted,

TREY EXPLORATION, INC.

By:

William C. Illingworth
BASIN LAW GROUP LLP
508 Main Street, Suite A

Evansville, IN 47708
Telephone: (812) 421-1800
Email: weillingworth@jacksonkelly.com

TAB B

DIVISION OF INTEREST STATEMENT

STECKLER A AND C UNIT (COMBINED DIVISION) Pt. S15-T1S-R12W & Pt. NE/4 S22-T1S-R12W W/2 SW/4; NE/4 SW/4; & SE/4 S14-T1S-R12W Pt. S23-T1S-R12W N. of WHITE RIVER KNOX COUNTY, INDIANA COUNTRYMARK LEASE NOS.: 81026 & 81027 BASIN LAW GROUP CLIENT/MATTER NO.: 14/10030

<u>Interest</u>	Name(s)	Revenue Allocation
RI	Miles Steckler Farms LLC 2157 S. Robinson Rd. Vincennes, IN 47591-8737	0.062500000
RI	Sue Ann Stahl 6755 S. Boulder Court, Indianapolis, IN 46217-3905	0.021267361
RI	Robert W. Swayze Jr., Trustee FBO Sister Maria Sara Swayze 6755 S. Boulder Court, Indianapolis, IN 46217-3905	0.00390625
RI	Sue Ann Stahl Trustee FBO Robert W. Swayze, Jr. 6755 S. Boulder Court, Indianapolis, IN 46217-3905	0.017361111
RI	Robert W. Swayze Jr., Trustee FBO Sister Maria Sara Swayze 6755 S. Boulder Court, Indianapolis, IN 46217-3905	0.010416667
RI	Congregation of the Sisters Of Saints Cyril & Methodius 500 Railroad Start Danville, PA 17821-1698	0.009548611
	The above interest is based upon the life of	

Sister Marie Sara Swayze as indicated in our Division Order Title Opinion

	Division order 1711 -1	
ORRI	Jerry D. Graham P.O. Box 1118	0.018716797
	Salem, Illinois 62881-6118	
		0.006238932
ORRI	Andrew Cobb	0.000
	4716 Penrod Court Evansville, Indiana 47725-7683	
	Evallo vinte, and an	0.006238932
ORRI	Jill Zuvac	0.000230922
	95 Meadowrun Drive Cameron, North Carolina 28326	
	Cameron, North Caronia 2002	0.006238932
ORRI	Anne Haug	0.000238932
	6679 Springvale Drive	
	Newburgh, Indiana 47630-2049	0.000/2/052
ORRI	Moore Family Holdings, Inc.	0.008626953
-	2104 Lincoln Avenue	
	Evansville, Indiana 47714	
ORRI	James E. Capin, Trustee of the James	0.008626953
	E. Capin Revocable Trust	
	P.O. Box 70 Mt. Carmel, Illinois 62863-0070	
	Wit. Camiei, innois 02005 0070	0.020000000
ORRI	Speir Operating and Exploration, Inc.	0,02000000
	247 E. Main St.	
	Albion, IL 62806-1205	0.007242750
ORRI	Howard A. Nevins Trust	0.027343750
	Howard A. Nevins Trustee	
	5233 Jenner Road Boonville, IN 47601	
	Doonvine, iv 17001	0.115945313
WI	Trey Exploration, Inc.	0,113713313
	P.O. Box 906 Newburgh, Indiana 47629	
	Newburgh, merana 47025	0.193242188
WI	Howard A. Nevins Living Trust	U.173242100
	Howard A. Nevins Trustee	
	5233 Jenner Road Boonville, IN 47601	
	DOOHAINO II A 11 AAA	

WI	Beechmont LLC Address Not Provided	0.038648438
WI	Joan Norman Survivor Trust Address Not Provided	0.115945313
WI	LyOilCo Address Not Provided	0.038648437
WI	WGNL Trust LLC Address Not Provided	0.154593750
WI	William P. Prather Address Not Provided	0.038648437
WI	Providence Hill Capital, LLC Address Not Provided	0.077296875

^{*} NOTE CERTAIN INTERESTS WERE REQUIRED TO BE ROUNDED IN THE CALCULATIONS SET FORTH ABOVE.



BRENDA J. HALL KNOX COUNTY RECORDER VINCENNES, IN RECORDED ON 09/15/2014 02:36:54PM

REC FEE:50.00 PAGES: 19

FOR RECORDER'S USE ONLY

UNIT POOLING AGREEMENT STECKLER "A" AND "C" UNIT KNOX COUNTY, INDIANA

THIS AGREEMENT is made and entered into by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof:

WITNESSETH

WHEREAS, the hereinafter described unitized area has been previously developed for oil and gas, and the parties hereto realize that such operations can most satisfactorily and efficiently be conducted by operating such lands as a single unit;

WHEREAS, Indiana Code Section 14-37-9-1(a) authorizes the owners of separately owned tracts of land to validly agree to integrate their interests therein and to develop said land as a unit;

WHEREAS, Section 312 IAC 16-1-39 of the Indiana Administrative Code defines "owner" as the person who has the right to drill into and produce from a pool, and to appropriate the oil and gas produced from the pool for (1) the person or others; or (2) the person and others; and

1



1911 47



WHEREAS, to promote the conservation of oil, gas, and unitized substances, to prevent waste, to insure the greatest ultimate recovery of unitized substances, and to insure to each and every party interested in the Unit his/her/its fair and equitable share of unitized substance produced under and by virtue of the terms of this agreement, it is deemed necessary and desirable to unitize the lands, oil and gas leases, formations and substances hereinafter described.

NOW, THEREFORE, in consideration of the anticipated benefits to be gained by pooling and unit operation as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the undersigned owners of the Unit hereto agree as follows:

1. CREATION OF UNIT

The real estate, mineral estate and leasehold estates hereinafter described as the Unit shall be operated for the production of oil and gas in all respects as if the entire Unit were covered by a single oil and gas lease and operations on any part of the Unit shall be considered as for the benefit of all parties thereof, and without liability by reason thereof. Any clause in any lease or leases covering any part of the Unit which provides, in substance, that if the leased premises were or are owned in severalty, the premises nevertheless should be developed and operated as one lease and that royalty should be apportioned upon an acreage basis shall be inoperative, as between the lands covered by said lease lying outside the Unit and the lands covered by said lease lying within the Unit, so that the Owners of mineral interests only under lands outside the Unit shall not participate in production from the Unit, and Owners of mineral interests only under lands lying in the Unit shall not participate in production from lands outside the Unit.

2. UNIT AREA AND UNITIZED FORMATION

The Unit shall consist of and cover certain lands and leases situated in Knox County, Indiana, including all mineral estates and leasehold estates therein, which lands and leases are

described in "Exhibit A," "Exhibit B" and "Exhibit "C" attached hereto and made a part hereof by this reference. Exhibit A consists of a plat of the unitized area. Exhibit B consists of tract descriptions and tract participation factor percentages. Exhibit C provides the list of leasehold estates covering the unitized area.

The Unit shall also include any and all oil-bearing subsurface formations and horizons, as well as, all non oil-bearing subsurface formations, horizons or aquifers which are water bearing or which are suitable for water disposal and all rights and estates in and with respect to the surface necessary or convenient in connection with operations upon said lands for the production of oil and gas, or either of them, by, primary methods of production or by waterflood or other secondary methods of recovery. Trey Exploration, Inc. cannot increase the unit size by adding other leases, without lessors consent.

3. POWERS TO UNIT OPERATOR

The unit operator is hereby designated as Trey Exploration, Inc., an Indiana corporation. The unit operator shall be authorized to use any wells now existing or hereinafter drilled on any part of the lands within the Unit, in its discretion, and without liability for damage other than to growing crops, timber, fences, improvements and structures, for the production of oil and gas, or either of them, the production of water for use in connection with operations hereunder, or the injection of water or other substances. Said unit operator shall have the right to inject fresh water and/or salt water from any source or formation produced on or off the Unit; and said unit operator is hereby granted such easements and powers as may be necessary or desirable for the purposes of effecting such production or injection. Said unit operator shall have no liability by reason of the possible migration of oil and gas from the Unit, or any part thereof, by reason of the exercise of the rights herein granted.

4, PARTICIPATION

Allocation of production from the Unit shall be according to acreage. Allocation shall be computed according to the proportion that the acreage of each tract of the Unit bears to the entire acreage of the Unit. A portion of the total amount of oil and gas produced, saved and marketed from the Unit shall be allocated to the tracts and the leases covering said tracts as described and set forth in Exhibit B and in the proportions specified therein. The portion allocated to each lease shall be considered to be the total production obtained from said lease for all purposes, and each of the undersigned hereby agrees to accept payment for royalty, overriding royalty, or working interest, as the case may be, so computed in full satisfaction for all rights to such payments with respect to production from the Unit accruing to him/her/it under the terms of any lease described in Exhibits B and C.

5. EFFECTIVE DATE

The effective date of participation in the Unit shall be the date this agreement is filed in the Office of the Recorder of Knox County, Indiana, or the date declared by the unit operator in a memorandum of this agreement.

6. CHANGES IN UNIT

Notwithstanding any provisions to the contrary herein, it is agreed that the Working Interest Owner shall have the right, by written notice filed in the Office of the Recorder of Knox County, Indiana, to re-define the area of the Unit by reducing or enlarging the same, but changes in participation factors specified in Exhibit B shall be made proportionately using the same acreage formula as was used to determine the original participation factors.

7. TERM

This agreement shall become effective and binding on the date of the execution hereof, whether or not this agreement shall have been executed by any other party and shall remain in effect as long as oil or gas is produced from any part of the Unit or reworking or other operations are prosecuted without cessation for more than one hundred twenty (120) consecutive days.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be considered as an original instrument as if all parties to the aggregate counterparts had signed the same instrument. The unit operator shall not be required to execute more than one recorded counterpart, and if unit operator shall also record a memorandum stating the names of all parties by whom all executed counterparts have been executed, the recording of such counterpart and such memorandum shall for all purposes be equivalent to the recording of all executed counterparts.

9. CONFIRMATION OF LEASES

The undersigned hereby state that to the best of their actual knowledge, the Oil and Gas Leases described in Exhibit C attached hereto as the same have been amended from time to time are in full force and effect and that there are no other enforceable oil and gas leases granted by the undersigned with respect to the real property contained in the Unit.

10. DIVISION ORDERS

The parties hereto hereby modify and amend the existing Division Orders and Transfer Orders covering the leases described in Exhibits B and C, to the extent necessary to provide for the purchase thereunder of the oil and gas allocated to each such lease in lieu of the purchase of the oil and gas actually produced therefrom, and agree to indemnify the purchasers of such oil and hold them harmless in the issuance of payment from and after said effective date in accordance

with the provisions of this agreement, without the necessity of issuing of new Division Orders or Transfer Orders.

11. RECORDING OF MEMORANDUM

The parties to this Unit Pooling Agreement hereby empower Trey Exploration, Inc., to record a memorandum on behalf of all parties in the Office of the Recorder of Knox County, Indiana which recites that the various leases hereunder have been unitized as indicated herein.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals on the date opposite their names.

[Remainder of page intentionally blank]

OPERATOR/WORKING INTEREST OWNER			
(Signaturb)	-1-14		
Name:	TREY EXPLORATION, INC.		
4 14	an Indiana corporation P.O. Box 906		
Address:	Newburgh, IN 47629		
Authorized			
Person: Title:	Howard Nevins President		
I, the certify that F Exploration, subscribed to that he signed and purposes	Tudiana) SS F. Warrick) undersigned a Notary Public, in and for the said County and State aforesaid, do hereby Howard Nevins, personally known to me to hold the position of President for Trey Inc., and who is personally known to me to be the same person whose name is the foregoing instrument appeared before me this day in person and acknowledged d, sealed and delivered this said instrument as his free and voluntary act for the uses therein set forth. In under my hand and seal this		
C CD.			
County of Re	Drena & Benxeman		
_ Warrice	Δ		
My Commis	sion Expires: Loceya L. ByinKman NOTARY PUBLIC (print name)		
May 2,	2015		

ROYALTY OWNER

Sixter Maria Bara	Suracyon
(Signature)	
Septen Mario Bara (Signature) 8/8/2014 (Date)	
Name: Sister Maria Sara Sway Address: Villa Sacred Heart Danville, PA 17821-1	•
STATE OF <u>Pansylvania</u>) COUNTY OF <u>Man Lour</u> I the undersigned a Notary) Public in and for the said County and State aforesaid, do
hereby certify that Sister Maria Sara	the foregoing instrument appeared before me this day in igned, sealed and delivered this said instrument as her free
Given under my hand and sea	al this <u>8</u> day of <u>August</u> , 2014.
County of Residence:	Karem Wilson
mon tour	NOTARY PUBLIC (sign namo)
My Commission Expires:	NOTARY PUBLIC (print name)
Jebruary 25, 2015	
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Karen Wilson, Notary Public Mahoning Twp., Montour County My Commission Expires Feb. 25, 2015 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	

8

ROYALTY OWNER

5	uc arm Sta	Eld.	
(Signature)	uc Arm Sta 7-30-14		
(Date)			
Name:	Sue Ann Stahl Trustee FBO Robert W. Swayze	e, Jr.	
Address:	6755 S. Boulder Ct. Indianapolis, IN 46217-3905	(SEAL)	DEREK McNEW Resident of Marion County, IN Commission Expires: July 10, 202
STATE OF	Indiana) ss		
COUNTY	OF Marion) SS		
certify that Swayze, Jr to the fore signed, sea	ne undersigned a Notary Public, in and the Sue Ann Stahl, who is personally and who is personally known to negoing instrument appeared before alled and delivered this said instrument, for the uses and purposes there	whown to me to be the land to be the same person we me this day in person and the same person and the same the free and voluntary	hose name is subscribed acknowledged that she
Giv	ven under my hand and seal this 30	May of July	, 2014.
County of	Residence:		2
Mari	o	NOTARY PUBLIC	(sign name)
	nission Expires:	NOTARY PUBLIC	(print name)
7-	10-20	110 21 111 1 7 0 2 1 1 1	•

ROYALTY (OWNER
(Signature) (Date)	HO. Sweizy J.
Name: Address:	Robert W. Swayze, Jr. Trustee FBO Sister Maria Sarah Swayze 6755 S. Boulder Ct. Indianapolis, IN 46217-3905
STATE OF L	$\lambda I \rightarrow 0$) SS
certify that R Maria Sarah subscribed to	indersigned a Notary Public, in and for the said County and State aforesaid, do hereby obert W. Swayze, Jr., who is personally known to me to be the Trustee FBO Sister Swayze, and who is personally known to me to be the same person whose name is the foregoing instrument appeared before me this day in person and acknowledged I, sealed and delivered this said instrument as his free and voluntary act on behalf of Sarah Swayze, for the uses and purposes therein set forth.
Giver	under my hand and seal this <u>3</u> day of <u>JUU</u> , 2014.
County of Real My IO My Commiss	NOTARY PUBLIC (sign name) Sion Expires: NOTARY PUBLIC (print name)

ABBY E HENSON
Notary Public - Seal
State of Indiana
Marion County
My Commission Expires Oct 28, 2021

ROYALTY OWNER

(Signature) 3/8/2014 (Date) Name: Congregation of the Sister Address: 580 Railroad Street Danville, PA 17821-16	ers of Saints Cyril & Methodius
STATE OF <u>Pennsylvania</u>) COUNTY OF <u>Montaur</u>)	SS
I, the undersigned a Notary Punereby certify that Sister Sara General Treasurer of the Congruho is personally known to me to be to instrument appeared before me this day delivered this said instrument as her for Sisters of Saints Cyril & Methodius for the contraction of the cont	ablic, in and for the said County and State aforesaid, do Sun 2e who is personally known to me to be the regation of the Sisters of Saints Cyril & Methodius, and the same person whose name is subscribed to the foregoing by in person and acknowledged that she signed, sealed and tree and voluntary act on behalf of the Congregation of the rethe uses and purposes therein set forth. this August, 2014.
County of Residence:	NOTARY PUBLIC (sign name)
My Commission Expires:	NOTARY PUBLIC (print name)
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Karen Wilson, Notary Public Mahoning Two., Montour County My Commission Expires Feb. 25, 2015 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	

ROYALTY OWNER

51	1-30-14	
(Signature)	7-30-14	
(Date)		
Name: Address:	Sue Ann Stahl 3017 Anniston Dr. Indianapolis, IN 46227-7842	DEREK MCNEW (SEAL) Resident of Marion County, the Commission Expires: July 10, 20
STATE O	OF Marion) SS	
subscribe		nown to me to be the same person whose name is defore me this day in person and acknowledged strument as her free and voluntary act for the uses
G	iven under my hand and seal this <u>30</u> 1	Lday of July , 2014.
	of Residence:	
County of		
	YIW Y	NOTARY PUBLIC (sign name)
Ma	nmission Expires:	NOTARY PUBLIC (sign name) NOTARY PUBLIC (print name)

7) OXI 1.T (D\$7.1	NAMED	
ROYALTY	AAN A	Q
(Signature)	114 Awayel	<u>~ // ``</u>
(Date)	/ / 7	
Name: Address:	Robert W. Swayze, Jr. 6755 S. Boulder Ct. Indianapolis, IN 4621	7-3905
Authorized		(Signed Name)
Person:		(Printed Name)
Title:		(Tide)
I, the certify that I subscribed t that he sign and purpose	Robert W. Swayze, Jr., p to the foregoing instrume ed, sealed and delivered as therein set forth.	al this 31 day of UMY, 2014.
County of I		NOTARY PUBLIC (sign nainc)
MALLO	/\	- Abb AE HENSOA
	ission Expires:	NOTARY PUBLIC (print name)
10/2	8/21	
·		
Note St	BY E HENSON If y Public - Seal ate of Indiana Parion County Ion Expires Oct 28, 2021	15

OVERRIDING ROYALTY OWNER

OVERRIDING ROYALTY OWNER

(Signature)

Name: Address:	Jerry D. Graham P.O. Box 1118 Salem, IL 62881-6118
I, the hereby certif whose name acknowledge act for the us	SS FMARIOA) SS undersigned a Notary Public, in and for the said County and State aforesaid, do by that Jerry D. Graham, who is personally known to me to be the same person by subscribed to the foregoing instrument appeared before me this day in person and bed that he signed, sealed and delivered this said instrument as his free and voluntary best and purposes therein set forth.
Give	n under my hand and seal this 3 day of SEPT, 2014.
County of R MARIE My Commis	NOTA DV DUDLIC (cica nama)
	My Commission Exputs 1747 asset

OVERRIDING ROYALTY OWNER

(Signature) (Date)	
Name: Jill Zuvac Address: 95 Meadowrun Dr. Cameron, NC 2832	6
STATE OF COLORADO COUNTY OF EL PASO	_) _)
hereby certify that Jill Zuvac, who	y Public, in and for the said County and State aforesaid, do is personally known to me to be the same person whose name instrument appeared before me this day in person and led and delivered this said instrument as her free and voluntary in set forth.
Given under my hand and s	seal this 43 day of September, 2014.
County of Residence:	MARIBNARY
EL PASO	NOTARY PUBLIC (sign name)
My Commission Expires: October 18, 2017	NOTARY PUBLIC (print name)
Winger 19 001)	MARY B BROST NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134065556 COMMISSION EXPIRES October 18, 2017

OVERRIDING ROYALTY OWNER	
Shu Che	
(Signature)	
9 · 11 - 14	
(Date)	
Name: Andrew Cobb Address: 4716 Penrod Ct. Evansville, IN 47725-7683	
STATE OF Jand) SS COUNTY OF Vand)	
I, the undersigned a Notary Public, in and for hereby certify that Andrew Cobb, who is personally kname is subscribed to the foregoing instrument approach acknowledged that he signed, sealed and delivered this act for the uses and purposes therein set forth.	known to me to be the same person whose peared before me this day in person and
Given under my hand and seal thisday of	of <u>Soot</u> , 2014.
County of Residence:	OTARY PUBLIC (sign name)
My Commission Expires: NANCY L. EVA Resident of Vanderburgh Commission Expires: Sep	

OVERRIDING ROYALTY OWNER			
(Signature) 9-13-14 (Date)			
Name: Anne Haug Address: 6679 Springvale Dr. Newburgh, IN 47630-2049			
STATE OF VIOLATION) SS COUNTY OF LUAYTICK)			
I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that Anne Haug, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered this said instrument as her free and voluntary act for the uses and purposes therein set forth.			
Given under my hand and seal this 13 day of September 2014.			
County of Residence: NOTARY PUBLIC (sign name)			
My Commission Expires: Kimberly J Stanton NOTARY PUBLIC (print name)			
SEAL SEAL			

EXHIBIT A

TRACT NUMBER:

1

LEASE NAME:

STECKLER "C"

Lessor

Edward C. Steckler, et al.

Lessee

H.E. Ledbetter

Date 10/24/1945

Recording Data Misc. 59, Page 594

DESCRIPTION:

The East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; and Lots 6 and 7 described as all that portion of the Northeast Quarter lying North of the Center of White River in Section 22, all in Township 1 South, Range 12 West, containing 200 acres, more or less,

Knox County, Indiana.

TRACT NUMBER:

LEASE NAME:

STECKER "A"

Lessor

George A. Steckler, et al. George A. Steckler, et al. Lessee

Date

Recording Data

J. Roy Dee SparAtan Petroleum Co. 5/27/1977

1/26/1945

Misc. 59, Page 36 Misc. 132, Page 952

DESCRIPTION:

The South Half of Section 14; also, all that part of Section 23 lying North of White River, Township 1

South, Range 12 West, Knox County, Indiana.

EXHIBIT B TRACT DESCRIPTIONS AND PARTICIPATION FACTORS

Lease	Tract Description	Tract Participation Factor Percent
Steckler "A"	The South Half (S 1/2) of Section Fourteen (14), and all of that portion of Section Twenty-three (23) lying North of the White River, Township One South (1-S), Range Twelve West (12-W), Knox County, Indiana, containing 460 acres, more or less, Knox County, Indiana.	31.55%
Steckler "C"	The East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; and Lots 6 and 7 described as all that portion of the Northeast Quarter lying North of the Center of White River in Section 22, all in Township 1 South, Range 12 West, containing 200 acres, more or less, Knox County, Indiana.	68.45%

EXHIBIT C

DESCRIPTION OF UNIT LEASES

1. Dated:

January 26, 1945

Recording Info:

Miscellaneous Record Book 59, Page 36

Lessors:

Edward C. Steckler, et ux.

George A. Steckler, et ux.

Lessee:

J. Roy Dee

In so far as said lease covers the following described property:

The South Half (S1/2) of Section Fourteen (14), and all of that portion of Section Twenty-three (23) lying North of the White River, Township One South (1-S), Range Twelve West (12-W), containing 460 acres, more or less, Knox County, Indiana,

2. Dated:

May 27, 1977

Recording Info:

Miscellaneous Record Book 132, Page 952

Lessors:

George A. Steckler, et al.

Lessee:

Spartan Petroleum Company

In so far as said lease covers the following described property:

Forty (40) acres in the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 14, Township 1 South, Range 12 West, Knox County, Indiana.

3. Dated:

October 24, 1945

Recording Info:

Miscellaneous Record Book 59, Page 594

Lessors:

Edward C. Steckler, et ux.

George A. Steckler, et ux.

Lessee:

H. E. Ledbetter

In so far as said lease covers the following described property:

The East Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 15; and Lots 6 and 7 described as all that portion of the Northeast Quarter lying North of the Center of White River in Section 22, all in Township 1 South, Range 12 West, containing 200 acres, more or less, Knox County, Indiana.

